

Page Denied

ADMINISTRATIVE - INTERNAL USE ONLY

Mr. Samuel B. Anderson

Dear Mr. Anderson:

The United States Government, as represented by the Contracting Officer, hereby contracts with you as an Independent Contractor for utilization of your services of a confidential nature under the following terms and conditions:

1. Services. You have agreed under the terms of this contract to assist this Organization by providing a two (2) foot tall clay or wax model of General William Donovan prior to the end of the contract year. In accomplishing this task, it is understood that you will arrange consultations with experts to gain historical and personal knowledge of General Donovan. You further agree to provide ongoing progress reports in the form of ideas, photographs, and sketches.

2. Fee. In full consideration for your satisfactory performance of the tasks described above, as determined by a responsible government official, you will be paid a fee of \$150.00 per day, when actually utilized, but not to exceed in cumulative payments a total of \$28,100.00 per contract year. Payments will be made as directed by you in writing in a manner acceptable to the Government. No taxes will be withheld from this amount, but it will be your responsibility to report such income under existing federal, state and self-employment (Social Security) income tax laws and regulations.

3. Travel. You will be advanced or reimbursed funds for necessary expenses incurred in connection with such operational travel as may be directed or authorized by this Organization. This may include per diem in lieu of subsistence in the course of such travel and while on temporary duty away from your usual place of residence. Payments and accounting for such expenses will be in substantial conformance with applicable regulations of this Organization.

4. Operational Expenses. You will be advanced or reimbursed funds for necessary operational expenses as specifically approved by the Government. Such funds will be subject to payment and accounting in substantial compliance with applicable Government regulations.

5. Repayment. It is recognized that your failure to account for or refund any monies advanced you hereunder shall entitle the Government to withhold the total amount of such indebtedness or any portion thereof from any monies due you under the terms of this contract in such manner as it deems appropriate.

ADMINISTRATIVE - INTERNAL USE ONLY

ADMINISTRATIVE - INTERNAL USE ONLY

6. Execution of Documents. If, during your utilization hereunder, you assume the custody of Government funds or take title of record to property of any nature whatsoever and wherever situate, which property has in fact been purchased with monies of the U.S. Government, you hereby recognize and acknowledge the existence of a trust relationship, either express or constructive, and you agree to execute whatever documents may be required by this Organization to evidence this relationship.

7. Status. Your legal status under this agreement is that of an Independent Contractor. Nothing contained herein shall be construed as implying the creation of an employee-employer relationship.

8. Requirements. Requirements levied upon you by this Organization hereunder are a part of this contract provided they are not inconsistent with the terms hereof.

9. Secrecy. This contract specifically incorporates the provisions of the secrecy agreement signed by you in consideration for your service with this Organization.

10. Rules of Conduct/Conflict of Interest. As a specific condition of this contract you agree to observe and be bound by the Code of Conduct and all conduct regulations of this organization. You further agree to provide, upon request, a listing of your relationships and activities which are external to this organization, and it is understood by you that such listing shall be reviewed by appropriate members of this organization for the purpose of determining whether a real or potential conflict of interest exists.

11. Unauthorized Commitments. No promises or commitments pertaining to rights, privileges or benefits other than those expressly stipulated in writing in this agreement or any amendment thereto shall be binding on the Government.

12. Term. This contract is effective as of 9 AUG 1985, and shall continue thereafter for a period of one (1) year unless sooner terminated in any one of the following ways:

(a) Upon ten (10) days notice in the event that a determination is made by this Organization that a real or potential conflict of interest exists with respect to the relationships described in paragraph ten (10) above.

(b) Upon thirty (30) days notice by either party for any reason.

(c) By the Director of this Organization (or an official of this Organization to whom he has delegated appropriate authority) whenever, in accordance with the Director's unreviewable statutory discretion under law, such termination is deemed necessary or advisable in the interests of the United States.

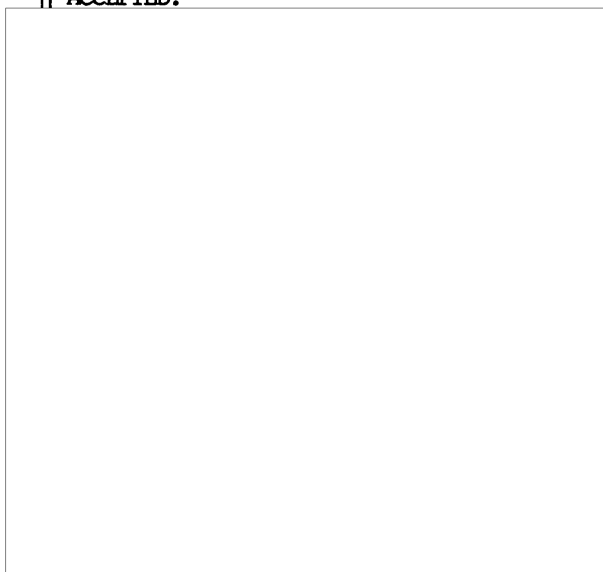
ADMINISTRATIVE - INTERNAL USE ONLY

Subject to the availability of appropriations, this agreement may be extended upon notice by the Government. Termination or expiration of this agreement will not release you from the restrictions set forth in paragraph nine (9) above or from the obligations of any security oath you may be required to take.

UNITED STATES GOVERNMENT

By _____
Special Contracting Officer

ACCEPTED:



STAT



-3-

ADMINISTRATIVE - INTERNAL USE ONLY

ADMINISTRATIVE - INTERNAL USE ONLY

ACKNOWLEDGEMENT OF INDEPENDENT CONTRACTOR STATUS

I hereby understand and acknowledge that I am an independent contractor with the United States Government. I further understand and acknowledge by executing this contract with the U.S. Government that I am not a U.S. Government employee and that, as a result of this contract, I am not entitled to any benefits that would accrue to a U.S. Government employee. Specifically, among other things, I am not entitled to, nor will I be entitled to, any civil service or other U.S. Government employee pension or retirement benefits by virtue of this arrangement with the U.S. Government. I recognize that the contract I have executed is not an appointing document and is a true indication of my status with the U.S. Government.

STAT
Date:

16 Aug '85

SIGNATURE

ADMINISTRATIVE - INTERNAL USE ONLY

Page Denied

Next 1 Page(s) In Document Denied

NONDISCLOSURE AGREEMENT

An Agreement Between SAMUEL B. ANDERSON and the United States.
(Name - Printed or Typed)

1. I hereby agree to accept as a prior condition of my being employed by, or otherwise retained to perform services for the United States Government, the obligations contained in this agreement.

2. I understand that in the course of my employment or other service with the United States Government I may be the recipient of information which is classified in accordance with the standards set forth in Executive Order 12356 as amended or superseded, or other applicable Executive Order. I have been advised and am aware that direct or indirect unauthorized disclosure, unauthorized retention, or negligent handling of classified information by me could cause irreparable injury to the United States or could be used to advantage by a foreign nation. I hereby agree that I will never divulge such information unless I have officially verified that the recipient has been properly authorized by the United States Government to receive it or I have been given prior written notice of authorization from the United States Government that such disclosure is permitted. I further understand that I am obligated to comply with laws and regulations that prohibit the unauthorized disclosure of classified information.

3. I have been advised and am aware that any breach of this Agreement may result in the termination of my employment or other relationships with the United States Government. In addition, I have been advised and am aware that any unauthorized disclosure of classified information by me may constitute a violation or violations of United States criminal laws, including the provisions of Sections 641, 793, 794, 798, and 952, Title 18, United States Code, the provisions of Section 783(b), Title 50, United States Code, and the provisions of the Intelligence Identities Protection Act of 1982. I recognize that nothing in this Agreement constitutes a waiver by the United States of the right to prosecute me for any statutory violation.

4. I hereby assign to the United States Government all royalties, remunerations, and emoluments that have resulted, will result or may result from any disclosure, publication, or revelation not consistent with the terms of this Agreement.

5. I understand that the United States Government may seek any remedy available to it to enforce this Agreement including, but not limited to, application for a court order prohibiting disclosure of information in breach of this Agreement.

6. I understand that all classified information to which I may obtain access by signing this Agreement is now and will forever remain the property of the United States Government. I do not now, nor will I ever, possess any right, interest, title, or claim whatsoever to such information. I agree that I shall return all materials which have, or may have, come into my possession or for which I am responsible because of such access, upon demand by an authorized representative of the United States Government or upon the conclusion of my employment or other relationship with the United States Government. If I do not return such materials upon request, I understand that this may be a violation of Section 793, Title 18, United States Code, a United States criminal law.

7. Unless and until I am released in writing by an authorized representative of the United States Government, I understand that all conditions and obligations imposed upon me by this Agreement apply during the time I am granted access to classified information, and at all times thereafter.

8. Each provision of this Agreement is severable. If a court should find any provision of this Agreement to be unenforceable, all other provisions of this Agreement shall remain in full force and effect.

9. I have read this Agreement carefully and my questions, if any, have been answered to my satisfaction. I acknowledge that the briefing officer has made available to me Sections 641, 793, 794, 798, and 952 of Title 18, United States Code, Section 783(b) of Title 50, United States Code, the Intelligence Identities Protection Act of 1962, and Executive Order 12356, so that I may read them at this time, if I so choose.

10. I make this Agreement without mental reservation or purpose of evasion.

STAT

[Redacted]

SAMUEL B. ANDERSON
Printed Name

STAT

[Redacted]

Signature

16 AUG 1985

Date

The execution of this Agreement was accepted by the undersigned on behalf of the United States Government:

STAT

[Redacted]

Signature

16 AUG 1985

Date

EXCERPTS FROM TITLE 18, UNITED STATES CODE**Section 793. *Catching, Transmitting or Losing Defense Information***

(a) Whoever, for the purpose of obtaining information respecting the national defense with intent or reason to believe that the information is to be used to the injury of the United States, or to the advantage of any foreign nation, goes upon, enters, flies over, or otherwise obtains information concerning any vessel, aircraft, work of defense, navy yard, naval station, submarine base, fueling station, fort, battery, torpedo station, dockyard, canal, railroad, arsenal, camp, factory, mine, telegraph, telephone, wireless, or signal station, building, office, research laboratory or station or other place connected with the national defense owned or constructed, or in progress of construction by the United States or under the control of the United States, or of any of its officers, departments, or agencies, or within the exclusive jurisdiction of the United States, or any place in which any vessel, aircraft, arms, munitions, or other materials or instruments for use in time of war are being made, prepared, repaired, stored, or are the subject of research or development, under any contract or agreement with the United States, or any department or agency thereof, or with any person on behalf of the United States, or otherwise on behalf of the United States, or any prohibited place so designated by the President by proclamation in time of war or in case of national emergency in which anything for the use of the Army, Navy, or Air Force is being prepared or constructed or stored, information as to which prohibited place the President has determined would be prejudicial to the national defense; or

(b) Whoever, for the purpose aforesaid, and with like intent or reason to believe, copies, takes, makes, or obtains, or attempts to copy, take, make, or obtain, any sketch, photograph, photographic negative, blueprint, plan, map, model, instrument, appliance, document, writing, or note of anything connected with the national defense; or

(c) Whoever, for the purpose aforesaid, receives or obtains or agrees or attempts to receive or obtain from any person, or from any source whatever, any document, writing, code book, signal book, sketch, photograph, photographic negative, blueprint, plan, map, model, instrument, appliance, or note, of anything connected with the national defense, knowing or having reason to believe, at the time he receives or obtains, or agrees or attempts to receive or obtain it, that it has been or will be obtained, taken, made, or disposed of by any person contrary to the provisions of this chapter; or

(d) Whoever, lawfully having possession of, access to, control over, or being entrusted with any document, writing, code book, signal book, sketch, photograph, photographic negative, blueprint, plan, map, model, instrument, appliance, or note relating to the national defense, or information relating to the national defense which information the possessor has reason to believe could be used to the injury of the United States or to the advantage of any foreign nation, willfully communicates, delivers, transmits or causes to be communicated, delivered, or transmitted or attempts to communicate, deliver, transmit or cause to be communicated, delivered or transmitted the same to any person not entitled to receive it, or willfully retains the same and fails to deliver it on demand to the officer or employee of the United States entitled to receive it; or

(e) Whoever having unauthorized possession of, access to, or control over any document, writing, code book, signal book, sketch, photograph, photographic negative, blueprint, plan, map, model, instrument, appliance, or note relating to the national defense, or information relating to the national defense which information the possessor has reason to believe could be used to the injury of the United States or to the advantage of any foreign nation, willfully communicates, delivers, transmits or causes to be communicated, delivered, or transmitted, or attempts to communicate, deliver, transmit or cause to be communicated, delivered, or transmitted the same to any person not entitled to receive it, or willfully retains the same and fails to deliver it to the officer or employee of the United States entitled to receive it; or

(f) Whoever, being entrusted with or having lawful possession or control of any document, writing, code book, signal book, sketch, photograph, photographic negative, blueprint, plan, map, model, instrument, appliance, note, or information relating to the national defense, (1) through gross negligence permits the same to be removed from its proper place of custody or delivered to anyone in violation of his trust, or to be lost, stolen, abstracted, or destroyed, or (2) having knowledge that the same has been illegally removed from its proper place of custody or delivered to anyone in violation of his trust, or lost, or stolen, abstracted, or destroyed, and fails to make prompt report of such loss, theft, abstraction, or destruction to his superior officer shall be fined not more than \$10,000 or imprisoned not more than ten years, or both.

(g) If two or more persons conspire to violate any of the foregoing provisions of this section, and one or more of such persons do any act to effect the object of the conspiracy, each of the parties to such conspiracy shall be subject to the punishment provided for the offense which is the object of such conspiracy.

Section 794. Gathering or Delivering Defense Information to Aid Foreign Governments

(a) Whoever, with intent or reason to believe that it is to be used to the injury of the United States or to the advantage of a foreign nation, communicates, delivers, or transmits, or attempts to communicate, deliver, or transmit, to any foreign government, or to any faction or party or military or naval force within a foreign country, whether recognized or unrecognized by the United States, or to any representative, officer, agent, employee, subject, or citizen thereof, either directly or indirectly, any document, writing, code book, signal book, sketch, photograph, photographic negative, blueprint, plan, map, model, note, instrument, appliance, or information relating to the national defense, shall be punished by death or by imprisonment for any term of years or for life.

(b) Whoever, in time of war, with intent that the same shall be communicated to the enemy, collects, records, publishes, or communicates, or attempts to elicit any information with respect to the movement, numbers, description, condition, or disposition of any of the armed forces, ships, aircraft, or war materials of the United States, or with respect to the plans or conduct, or supposed plans or conduct of any naval or military operations, or with respect to any works or measures undertaken for or connected with, or intended for the fortification or defense of any place, or any other information relating to the public defense, which might be useful to the enemy, shall be punished by death or by imprisonment for any term of years or for life.

(c) If two or more persons conspire to violate this section, and one or more of such persons do any act to effect the object of the conspiracy, each of the parties to such conspiracy shall be subject to the punishment provided for the offense which is the object of such conspiracy.

Section 793. Disclosure of Classified Information

(a) Whoever knowingly and willfully communicates, furnishes, transmits, or otherwise makes available to an unauthorized person, or publishes, or uses in any manner prejudicial to the safety or interest of the United States or for the benefit of any foreign government to the detriment of the United States any classified information—

- (1) concerning the nature, preparation, or use of any code, cipher, or cryptographic system of the United States or any foreign government; or
- (2) concerning the design, construction, use, maintenance, or repair of any device, apparatus, or appliance used or prepared or planned for use by the United States or any foreign government for cryptographic or communication intelligence purposes; or
- (3) concerning the communication intelligence activities of the United States or any foreign government; or
- (4) obtained by the processes of communication intelligence from the communications of any foreign government, knowing the same to have been obtained by such processes—

Shall be fined not more than \$10,000 or imprisoned not more than ten years, or both.

(b) As used in subsection (a) of this section—

The term "classified information" means information which, at the time of a violation of this section, is, for reasons of national security, specifically designated by a United States Government Agency for limited or restricted dissemination or distribution;

The terms "code," "cipher," and "cryptographic system" include in their meanings, in addition to their usual meanings, any method of secret writing and any mechanical or electrical device or method used for the purpose of disguising or concealing the contents, significance, or meanings of communications;

The term "foreign government" includes in its meaning any person or persons acting or purporting to act for or in behalf of any faction, party, department, agency, bureau, or military force of or within a foreign country, or for or on behalf of any government or any person or persons purporting to act as a government within a foreign country, whether or not such government is recognized by the United States;

The term "communication intelligence" means all procedures and methods used in the interception of communications and the obtaining of information from such communications by other than the intended recipients;

The term "unauthorized person" means any person who, or agency which, is not authorized to receive information of the categories set forth in subsection (a) of this section, by the President, or by the head of a department or agency of the United States Government which is expressly designated by the President to engage in communication intelligence activities for the United States.

Section 1001. Statements or Entries Generally

Whoever, in any matter within the jurisdiction of any department or agency of the United States knowingly and willfully falsifies, conceals or covers up by any trick, scheme or device, a material fact or makes any false, fictitious or fraudulent statements or representations, or makes or uses any false writing or document knowing the same to contain any false, fictitious or fraudulent statement or entry, shall be fined not more than \$10,000 or imprisoned not more than five years, or both.